

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				<b>1. Contract ID Code</b> Firm-Fixed-Price		<b>Page 1 Of 4</b>	
<b>2. Amendment/Modification No.</b>  P00002		<b>3. Effective Date</b>  2004FEB02		<b>4. Requisition/Purchase Req No.</b>  SEE SCHEDULE		<b>5. Project No. (If applicable)</b>	
<b>6. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-AHPC RICHARD MISNER (586)574-7147 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MISNERR@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>7. Administered By (If other than Item 6)</b> DCMA SPRINGFIELD BLDG 1, ARDEC PICATINNY, NJ 07806-5000  <b>SCD C PAS NONE ADP PT HQ0337</b>			
<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b>  RGI INCORPORATED 27 UNION VALLEY ROAD NEWFOUNDLAND, NJ. 07435-1603  TYPE BUSINESS: Other Small Business Performing in U.S.  <b>Code</b> 59375 <b>Facility Code</b>				<input type="checkbox"/> <b>9A. Amendment Of Solicitation No.</b>			
				<input type="checkbox"/> <b>9B. Dated (See Item 11)</b>			
				<input checked="" type="checkbox"/> <b>10A. Modification Of Contract/Order No.</b> DAAE07-02-P-M017			
				<input type="checkbox"/> <b>10B. Dated (See Item 13)</b> 2001NOV02			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. Accounting And Appropriation Data (If required)</b> Payment will be made by Electronic Funds Transfer NO CHANGE TO OBLIGATION DATA							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b> KIND MOD CODE: G      It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> <b>A. This Change Order is Issued Pursuant To:</b> The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> <b>B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).</b>							
<input checked="" type="checkbox"/> <b>C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:</b> Mutual Agreement							
<input type="checkbox"/> <b>D. Other (Specify type of modification and authority)</b>							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
<b>14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  SEE SECOND PAGE FOR DESCRIPTION							
<div style="text-align: center;">Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</div>							
<b>15A. Name And Title Of Signer (Type or print)</b>				<b>16A. Name And Title Of Contracting Officer (Type or print)</b> ELLEN DENNIS DENNISE@TACOM.ARMY.MIL (586)574-8056			
<b>15B. Contractor/Offeror</b>  _____ (Signature of person authorized to sign)		<b>15C. Date Signed</b>		<b>16B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>16C. Date Signed</b>  2004FEB02	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor: RGI INCORPORATED			

SUPPLEMENTAL INFORMATION

The purpose of this Modification P00002, DAAE07-02-P-M017 is to: 1. Extend the delivery schedule for CLIN 0002AA. 2. Incorporate the general provisions clauses. 3. Add CLIN 0002 Narrative for DD250 instructions. This delay is the result of the Contractor not receiving the Award Notice for the Option quantity on CLIN 0002AA which was awarded under Modification P00001. As the result, this delay is determined to be a Government caused delay and shall not reflect negatively on this contractor's performance for CLIN 0002AA. The delivery schedule is changed to the following (see below):

FROM:			TO:		
DEL REL CD	QUANTITY	DEL DATE	DEL REL CD	QUANTITY	DEL DATE
001	10	03-JAN-2003	001	10	24-MAY-2004

\*\*\* END OF NARRATIVE A 002 \*\*\*

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Name of Offeror or Contractor: RGI INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>OPTION QUANTITY</u></p> <p>10</p> <p>NOUN: VALVE,REGULATING,FL PRON: EH284447EH PRON AMD: 02 ACRN: AA AMS CD: 060011</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W56HZV20870029 W62G2T J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 10 24-MAY-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-02-P-M017/0000</p> <p>Contractor is requested to Fax or Email completed DD 250'S to the buyer listed below:</p> <p>ATTN: Richard Misner at: (586) 574-7788 (FAX) or email: misnerr@tacom.army.mil</p> <p>NOTE: In addition the Contractor shall comply with TACOM Clause 52.246-4026 LOCAL ADDRESS FOR DD FORM 250.</p> <p>Contractor is authorized to ship early at no additional cost to the Government.</p> <p>(End of narrative F001)</p>	10	EA	\$ 390.00000	\$ 3,900.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-P-M017 <b>MOD/AMD</b> P00002	<b>Page</b> 4 <b>of</b> 4
<b>Name of Offeror or Contractor:</b> RGI INCORPORATED		

CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 ADDED	52.213-4010 (TACOM)	ADDITIONAL GENERAL CLAUSES	FEB/1997

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

- (1) CHANGES-FIXED-PRICE  
52.243-1
- (AUG 1987)

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

- (2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT  
52.249-1
- (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

- (3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE  
52.249-8
- (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]